

**Amendment to the Agreement
Between
MCI WorldCom Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated July 29, 2002**

Pursuant to this Amendment, (the "Amendment"), MCI WorldCom Communications, Inc. ("MCI"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 29, 2002 ("Agreement") to be effective thirty (30) days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and MCI entered into the Agreement on July 29, 2002, and;

WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement and that any initial New Installation of a 2-Wire Port/Loop Combination - Residence line provisioned at a location where QuickServe is not available, shall incur the Not Currently Combined NRC, First and Additional rates set forth in the Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to incorporate into Attachment 1 of the Agreement the rates and USOCs as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference.
2. The Parties agree to replace the Notices contacts for MCI WorldCom Communications, Inc. with the following:

Chief Network Counsel
Attn: Robert A. Peterson
1133 19th Street NW
Washington, DC 20036
Fax: (202) 736-6903

Director National Carrier Contracts and Initiatives
Attn: Peter H. Reynolds
22001 Loudoun County Parkway
Suite G2-3-614
Ashburn, VA 20147
Fax: (703) 886-0118

Copy to:
Senior Manager, Carrier Agreements
205 N. Michigan Avenue, 11th Floor

Chicago, IL 60601
Fax: (312) 470-5575

3. All of the other provisions of the Agreement, dated July 29, 2002, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen Rowe

Title: Director

Date: 

MCI WorldCom Communications, Inc.

By: 

Name: Michael A. Beach

Title: Vice President

Date: 

UNBUNDLED NETWORK ELEMENTS - Kentucky											Attachment: 1		Table: 1		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop / Line Port Platform - Installation Charge at QuickService location - Not Conversion of Existing Service														
				UEPRX	URECC		0.10								